

MICHAEL P. STUPINSKI
First Selectman

STATE OF CONNECTICUT • COUNTY OF TOLLAND
INCORPORATED 1786

TOWN OF ELLINGTON

55 MAIN STREET • P. O. BOX 187
ELLINGTON, CONNECTICUT 06029-0187
TEL 870-3100 FAX 870-3102
www.ellington-ct.gov

PETER J. CHARTER
Deputy First Selectman

LAURIE E. BURSTEIN
ANN L. HARFORD
A. LEO MILLER, JR.
JAMES M. PRICHARD
JOHN W. TURNER

BOARD OF SELECTMEN
October 19, 2009
Meeting Hall – Town Hall

TWENTY-SECOND EMPLOYEE RECOGNITION PROGRAM:

The following employees were recognized for service to the Town of Ellington:

- 10 Years of Service:** Joseph Grayeb, Police Officer [not in attendance]
Sebastian Magnano, Police Officer
Anna Turner, Elderly Outreach Worker
Laurie Wormstedt, Library Assistant
- 20 Years of Service:** Carol York, Executive Assistant
Maureen Lowe, Police Officer [not in attendance]
- 25 Years of Service:** Maureen O'Neil, Administrative Secretary II
Rosario Raia, Crew Chief, DPW [not in attendance]
- 30 Years of Service:** Allan Lawrence, Fire Marshal

BOARD OF SELECTMEN MEETING:

SELECTMEN PRESENT: Laurie Burstein, Peter Charter, Ann Harford, A. Leo Miller [7:35],
James Prichard, Michael Stupinski and John Turner

OTHERS PRESENT: Nicholas DiCorleto, Finance Officer; Allan Lawrence, Fire Marshal;
Don Davis, Emergency Management Director; Jim Gage,
Conservation Commission; CLFD: Chuck Pippin, Chief and other
members; EVFD: M. Varney and other members; EVAC: Peter
Hany, President and other members; Residents: Maurice
Blanchette; Gary and Betsi Feldman; Dan and Paige Flanagan;
Rick Neal; Jim Maitland; Harford Courant Reporter: Larry Smith

I. CALL TO ORDER:

First Selectman Stupinski called the meeting of the Board of Selectmen (BOS) to order at 7:30 p.m.

Equal Opportunity Employer

II. CITIZENS' FORUM:

Jim Maitland, 10 Ridge Drive, stated that he and a group of interested individuals, would like to restore the Fair on the Green. He requested that the BOS and Board of Finance (BOF) consider paying for the police coverage for this event. Mr. Stupinski said he would look into it.

III. APPROVAL OF MINUTES:

A. September 21, 2009 Board of Selectmen Meeting;

MOVED (CHARTER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY, BY THOSE PRESENT, TO APPROVE THE SEPTEMBER 21, 2009 BOARD OF SELECTMEN MEETING MINUTES.

IV. UNFINISHED BUSINESS:

A. Joint Purchase of Land w/State - Pinney Street (DoJo Associates, LLC Property):

Mr. Stupinski recommended tabling this item to the November 16, 2009 meeting of the BOS. He received e-mail notification from purchaser's attorney indicating interest, but Mr. Stupinski is waiting to receive something more firm in writing.

Mr. Miller arrived at this time.

Mr. Gage stated that he received correspondence via e-mail indicating that the purchaser accepts the offer. Mr. Stupinski stated that he received no such correspondence. Mr. Gage stated that the Town Administration [Town Planner] received this correspondence and urged the BOS to make a decision. Mr. Turner stated that he is not comfortable making a decision based on e-mail notification. He would like to see an original, signed letter of intent.

This item will be addressed at the November 16, 2009 BOS meeting.

B. Code of Ethics – Draft from Ethics Commission:

This item is being tabled to a future meeting of the BOS until such time that the Ethics Commission has had the opportunity to review comments/questions from selectmen members, various staff and the labor attorney.

V. NEW BUSINESS:

MOVED (CHARTER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO ADD TO NEW BUSINESS ITEM J, *ADDITIONAL APPROPRIATION OF \$5,000 – IRRIGATION OF LITTLE LEAGUE FIELDS*; ITEM K, *FIRST SELECTMAN REQUEST TO PURCHASE LAPTOP COMPUTER*; AND ITEM L, *RESOLUTION – 2008 HOMELAND SECURITY GRANT*.

A. Tax Refunds/Abatements:

MOVED (CHARTER), SECONDED (TURNER) AND PASSED UNANIMOUSLY TO APPROVE THE TAX REFUNDS IN THE AMOUNT OF \$6,479.65, AS RECOMMENDED BY THE TAX COLLECTOR AND AS SPECIFIED IN THE REFUNDS/ABATEMENTS STATEMENT DATED OCTOBER, 2009. **(Attached)**.

B. Establish Ad Hoc Patriotic Committee:

Mr. Stupinski stated that the number of members for this committee needs to be determined. He suggested either nine or seven members. It may be difficult to fill nine positions on a committee; however, if there are problems filling these positions, the number of members can always be changed to a lower number. Ms. Harford stated that nine members would probably be a good idea as a committee such as this will probably have numerous sub-committees to plan events, etc.

MOVED (CHARTER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO ESTABLISH AN AD HOC PATRIOTIC COMMITTEE TO DEVELOP, PLAN, ARRANGE, SUPERVISE AND CONDUCT PROGRAMS AND ACTIVITIES THAT FOSTER PRIDE AND PATRIOTISM AMONG THE CITIZENS OF THE TOWN AND TO MAKE RECOMMENDATIONS FOR SUCH PROGRAMS AND ACTIVITIES TO THE BOARD OF SELECTMEN FOR APPROVAL. SAID COMMITTEE SHALL CONSIST OF NINE MEMBERS FROM THE COMMUNITY AT LARGE AND SHALL SERVE A ONE-YEAR TERM.

C. Set Town Meeting – Crystal Lake Fire Truck:

MOVED (CHARTER), SECONDED (PRICHARD) AND PASSED (BURSTEIN, CHARTER, HARFORD, MILLER AND PRICHARD VOTED – AYE) TO AUTHORIZE THE FIRST SELECTMAN TO WARN A SPECIAL TOWN MEETING TO BE HELD ON MONDAY, NOVEMBER 16, 2009 AT ELLINGTON TOWN HALL AT 7:15 P.M. TO CONSIDER ENTERING INTO A FIVE-YEAR LEASE AT 4.69% WITH LEASING 2, INC. FOR THE PURCHASE OF THE CRYSTAL LAKE FIRE DEPARTMENT MULTI-PURPOSE RESCUE PUMPER [DEMO MODEL] IN THE AMOUNT OF \$377,000. (TURNER – ABSTAINED).

D. Accept Eagle Drive as Town Road – Eagle Estates Subdivision:

MOVED (CHARTER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO ACCEPT EAGLE DRIVE AS A TOWN ROAD, AS DEFINED ON THE DEED (**attached**), PURSUANT TO PLANNING AND ZONING COMMISSION APPROVAL OF THE EAGLE ESTATES SUBDIVISION WHICH INCLUDED THE ABOVE-NOTED ROAD. FURTHER RESOLVED, TO AUTHORIZE THE TOWN PLANNER TO RECORD THE TENDERED DEED IN ACCORDANCE WITH THIS AUTHORIZATION AND THE SUBDIVISION REGULATIONS. FURTHER RESOLVED, TO AUTHORIZE THE TAX COLLECTOR TO ABATE THE TAXES ON THIS ROAD ONCE THE TOWN ASSUMES OWNERSHIP.

E. EVFD - Extend Lease with Nutmeg Industrial Park:

MOVED (CHARTER), SECONDED (PRICHARD) AND PASSED (BURSTEIN, CHARTER, HARFORD, MILLER AND PRICHARD VOTED – AYE) TO AUTHORIZE THE ELLINGTON VOLUNTEER FIRE DEPARTMENT TO EXTEND THE LEASE AGREEMENT WITH NUTMEG PARK LLC, TO THROUGH MARCH 2011 FOR TRUCK BAY SPACE LOCATED ON NUTMEG DRIVE IN ELLINGTON AT A COST OF \$1,430 PER MONTH. (TURNER ABSTAINED).

F. EVAC – Request to Go Out to Bid New Ambulance:

MOVED (CHARTER), SECONDED (MILLER) TO AUTHORIZE THE FINANCE OFFICER TO GO OUT TO BID FOR THE NEW AMBULANCE TO REPLACE THE 2003 LIFELINE AMBULANCE, AS RECOMMENDED BY THE ELLINGTON VOLUNTEER AMBULANCE CORPS.

Mr. Charter had a problem with this action and felt it should be tabled to the November 16, 2009 meeting of the BOS. There are financial issues with EVAC that have not been resolved relating to the charging account. EVAC is in breach of their contract with the Town.

Mr. Hany stated that EVAC has asked for specific financial information from the Finance Department and have yet to receive this information. EVAC has asked for updates on reports and does not receive them. One or two reports may be received now and then but not on a consistent basis. In an effort to resolve this, EVAC has asked the billing agency to send bills to EVAC directly. It was felt that this measure has to be taken as EVAC bills are not getting paid in a timely manner. EVAC has yet to receive a check from the collection agency. For some reason Medicare funds are being sent directly to EVAC, which, so far, amounts to \$70,000. Mr. Charter asked if those funds would be returned to the Town for the General Fund.

Mr. Hany stated that the price may increase if the purchase of this ambulance is delayed. Also, the 2010 emission changes can cost the town up to \$5,000. Going out to bid is very costly. The only bid that met specifications last time was Lifeline. Mr. Hany recommended waiving the bid and purchasing the ambulance from Lifeline. The preliminary figure on the ambulance is under budget. He urged the BOS to move forward with this.

Mr. Stupinski disputed Mr. Hany's claim to overdue bills. He directed the Finance Officer to prepare a summary report of EVAC's finances, which has been submitted. Mr. Stupinski requested that he and Mr. Hany meet to review this report, as there is much to discuss relating to the report. Mr. Stupinski added that he was not impressed with the fact that EVAC has contracted with the billing collection organization to forward funds directly to EVAC's bank account. This action is in violation of the existing agreement between EVAC and the Town. However, Mr. Stupinski felt that there is no reason to delay the purchase of the ambulance and recommended that the BOS move forward with this.

Mr. Stupinski said the motion that was made was not voted on and if the request is to waive the normal bid process, the motion would have to be changed or withdrawn.

Mr. Charter withdrew the motion to go out to bid for the new ambulance and Mr. Miller withdrew the second to the motion.

MOVE (CHARTER), SECONDED (MILLER) TO WAIVE THE NORMAL BIDDING PROCEDURES AND AWARD THE BID TO PURCHASE THE NEW AMBULANCE TO EASTFORD FIRE AND RESCUE IN THE AMOUNT OF \$199,00 AS RECOMMENDED BY EVAC.

Mr. Charter reiterated whether the funds received by EVAC would be returned to the General Fund. There is not enough money in the EVAC charging fund now to cover the cost of the new ambulance. Mr. Hany stated there will be enough money to pay for the ambulance and that as of the end of September there was \$184,000+ in the charging fund. The \$70,000 [Medicare funds] can be transferred in there very quickly, if needed.

Mr. Turner said he understands the need to replace the ambulance, but does not understand the specifications process. It seems as though the rules differ every time something comes up. Mr. Turner stated that he would need to abstain from this motion.

It was decided to table this item to the November 16, 2009 BOS meeting.

Mr. Charter withdrew the motion to waive the bid for the new ambulance and Mr. Miller withdrew the second to the motion.

G. Town Property [Miner} – South Road:

Mr. Stupinski stated that the property consists of two small parcels. There has been interest expressed in purchasing these parcels. Mr. Stupinski advised the BOS that the Town intends to combine both parcels to form one building lot and place on the market to sell. The Town Planner and Town Clerk will establish a new deed for the property. A survey has already been done.

H. Ellington Emergency Services – Small Equipment Report:

Mr. Turner reviewed the report (**attached**) with the BOS. The report was also provided to the BOF. The report is for advisory information for the BOS and BOF. No action is required at this time.

I. Review of Proposed Emergency Services Contracts:

Mr. Turner referred to Section 923 of the Town Charter relating to Emergency Services. [This section was added to the Town Charter with the last revision in 2007.] Pursuant to this section, *“...the BOS shall execute a written contract with each agency specifying details of such services...”* The Ad Hoc Emergency Services Committee (ESC) met on many occasions to address this new charter revision. The committee worked with the Town Attorney to establish contracts to insure each agency and their members were treated equally and to clarify the level and type of services of each agency. During the course of the meetings, several issues were brought up and resolved. In July of 2009 all contracts were close to being finalized. CLFD needed to review its contract with their attorney. The ESC met in October and the CLFD provided a revised contract. There was no discussion regarding the revisions. EVAC had financial issues.

1. EVAC:

Mr. Hany said he has no issues with the contract (**attached**) except for Appendix A, Item D – “Fee for Service”. As discussed earlier in this meeting, under Item V-F, there are issues with bills not getting paid on time and financial reports being submitted sporadically to EVAC from the Finance Department. Mr. Hany stated he has been directed [from EVAC Executive Board] to pursue more control over the EVAC funding. He suggested language be added that would allow the EVAC treasurer to collect funds.

Mr. Turner pointed out that EVAC would have a conflict with Item 10 on page 3, as EVAC would be in violation of payment procedures.

Mr. DiCorleto stated that other departments have no problems and took exception to statements made that were not true.

Mr. Stupinski said he would like to meet with Mr. Hany to discuss details of the contract and resolve any issues

Mr. Charter suggested adding a section on page 7 to the effect that 50% of the funding goes toward paying for full and part-time salaries. Mr. Stupinski stated it would be discussed with Mr. Hany at their mutual meeting.

2. EVFD:

Mr. Varney reviewed the contract (**attached**) with the BOS. The EVFD endorses the contract as written. He asked if the BOS had any questions.

Mr. Charter asked [in regard to Appendix A, Item A] what happens to the portion of the property that is owned by EVFD, should EVFD dissolve. Mr. Varney stated that, according to the EVFD bi-laws, should the EVFD dissolve, all EVAC assets revert to the Town. Mr. Charter felt that this should be included in the contract. Mr. Varney agreed to do this.

Mr. Varney asked the BOS what the next step is regarding the contracts. Mr. Stupinski said he would like to see all three contracts agreed to and approved concurrently at the November 16, 2009 BOS meeting.

3. CLFD:

Mr. Pippin stated that the CLFD attorney reviewed the contract (**attached**) as did the town attorney. The CLFD endorses the contract as written. Mr. Stupinski thought CLFD had some issues with the contract and asked Mr. Pippin if these issues were resolved. Mr. Pippin stated that there was an issue relating to the Joint Training Committee. The phrase relating to this committee was removed from the contract in Item 4, page 2. It was felt that this did not need to be in the contract. If CLFD does not have members to participate in this committee, they would be in breach of the contract if it is left in the contract.

Mr. Turner noted other language that was left out on page 3, # 14 relating to property purchased by Town of Ellington. Vehicles purchased by the Town are noted, but not equipment purchased by the Town of Ellington. A phrase regarding equipment purchased by the Town should be added to this section.

Mr. Charter felt any vehicles that are insured by the Town should be titled and registered in the name of the Town of Ellington. Mr. Charter also questioned if the land/building owned by CLFD would revert to the Town, should the CLFD dissolve. Mr. Pippin stated he would bring up these questions with the Commission.

Mr. Turner also noted that the last paragraph under "Scope of Services – Fire Suppression" relating to Insurance Service Organization (ISO) was left out. ISO is a standard in the industry that provides guidance for the organization. It is an important standard and belongs in the contract.

Mr. Stupinski would like to meet with Mr. Pippin to review the contract and resolve any issues.

Mr. Turner stated that the intent of the Town Charter, as explained by Town Attorney, is to 'level the playing field' for each agency and that each agency is to be treated uniformly with equal accountability. The revisions in the charter require a change of viewpoint for the BOS and BOF. Both boards need to look at the Town's emergency services in more of a global nature rather than three separate organizations. It will not happen overnight. It will need the cooperation of the BOS, BOF and all three emergency services organizations.

J. Additional Appropriation of \$5,000 – Irrigation of Little League Fields:

Mr. Stupinski stated that the Little League Organization is proposing to install/maintain a sprinkler system for the Little League fields at Brookside Park. This additional appropriation will cover the cost of using a larger connection, rather than a smaller connection that the Little League was planning to use. If the Town needs to tap into the water system at some future time for town offices or other fields, a larger connection will be necessary. It is best to do this now rather than later so that the infrastructure does not need to be done twice.

MOVED (CHARTER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO RECOMMEND TO THE BOARD OF FINANCE AN ADDITIONAL APPROPRIATION OF \$5,000 FROM GENERAL FUND BALANCE TO ACCOUNT #435-GROUNDS MAINTENANCE-BOE/PARKS, FOR THE INSTALLATION OF A 4-INCH CONNECTION, RATHER THAN A 2-INCH CONNECTION, FOR THE IRRIGATION SYSTEM THAT THE LITTLE LEAGUE IS PROPOSING TO INSTALL, THUS ALLOWING ECONOMICAL FUTURE EXPANSION OF THE SYSTEM.

K. First Selectman Request to Purchase Laptop Computer:

MOVED (CHARTER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO GRANT THE REQUEST OF THE FIRST SELECTMAN TO PURCHASE FROM THE TOWN, FOR \$700, THE MACINTOSH LAPTOP COMPUTER HE USED DURING HIS TERM OF OFFICE.

L. Resolution – FY 2008 Homeland Security Grant:

MOVED (CHARTER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO ADOPT THE FOLLOWING RESOLUTION:

RESOLVED, that the Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Michael P. Stupinski, as First Selectman of the Town of Ellington [or his successor], is authorized and directed to execute and deliver any and all documents on behalf of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

VI. ADMINISTRATIVE REPORTS: So noted

VII. SELECTMEN COMMITTEE REPORTS:

A. Personnel Committee

1. Resignations:

MOVED (PRICHARD), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO ACCEPT, WITH REGRET, THE RESIGNATION OF DENNIS FRAWLEY FROM THE HUMAN SERVICES COMMISSION.

2. Recommended Appointments:

MOVED (PRICHARD), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO REAPPOINT JUNE LYONS TO THE SENIOR CENTER ENDOWMENT FUND COMMITTEE TO OCTOBER 31, 2012

MOVED (PRICHARD), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO APPOINT JOSEPH BOUCHER AS AN ALTERNATE MEMBER OF THE INLAND/WETLANDS AGENCY TO FILL AN UNEXPIRED TERM TO JANUARY 31, 2011.

MOVED (PRICHARD), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO APPOINT RAY BEDARD TO THE ECONOMIC DEVELOPMENT COMMISSION TO FILL AN UNEXPIRED TERM TO JULY 31, 2013.

B. Ordinance Committee:

Mr. Charter stated that the Ordinance Committee met and is recommending that a new ordinance be established to regulate bidding on construction projects and also to revise the Parks and Recreation Ordinance to allow dogs in Arbor Park. The Ordinance Committee is requesting that the Town Attorney prepare a draft for above-noted new/revised ordinances.

C. Other: None

VIII. SELECTMEN LIAISON REPORTS:

Ms. Burstein - Human Services Commission and Library Board: So noted.

IX. FIRST SELECTMAN'S REPORT:

Mr. Stupinski was pleased to report that the Windermere Bridge is now complete. Speed limit signs were posted.

A staff meeting was held regarding the Roundabout. All zoning variances to accommodate right-of-way acquisition have been granted. The State was looking for recommendations on landscaping and signs. This project will probably not be completed until approximately 2012.

X. CORRESPONDENCE:

- A. 9/27/09 Letter from East Shore Road Property Owners: So noted.
- B. Other: None

XI. ADJOURNMENT:

MOVED (CHARTER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO ADJOURN THE MEETING OF THE BOARD OF SELECTMEN AT 9:42 P.M.

Submitted by Carol York Approved by Michael P. Stupinski
Carol York Michael P. Stupinski

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C. Other: None

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B. Other: None

XI. ADJOURNMENT:

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Submitted by _____ Approved by _____
Carol York Michael P. Stupinski

[illegible]

STATUTORY FORM WARRANTY DEED

ANTHONY SPAZZARINI, MARK SPAZZARINI and EDWARD SPAZZARINI, all having a mailing address c/o 50 Post Office Road, Enfield, Connecticut 06082 (collectively the "Grantor"), for ONE DOLLAR (\$1.00) and other good and valuable consideration paid, conveys to the **TOWN OF ELLINGTON**, a municipal corporation located in the Town of Ellington, County of Tolland and State of Connecticut, with Warranty Covenants, the following:

A certain piece or parcel of land in the Town of Ellington, County of Tolland and State of Connecticut shown as "Eagle Drive" on a map entitled: "Subdivision Plan Eagle Estates Tripp Road Ellington, Connecticut Owner/Applicant Anthony, Mark & Edward Spazzarini 50 Post Office Road Enfield, Connecticut 06082 Assessor's #023-003-0000 J.R. RUSSO & ASSOCIATES Land Surveyors & Professional Engineers 1 SHOHAM ROAD EAST WINDSOR, CONNECTICUT 06088 (860) 623-0569 FAX: (860) 623-2485 BY TAC SCALE 1"=40' DATE 9-19-03 REV. 12-30-03 TOWN ENGINEER COMMENTS REV 2-06-04 DRAINAGE SWALE; AREA DRAIN. REV. 7-2-04 CONDITIONS OF APPROVAL, REV. 9-2-04 EASEMENTS IN OPEN SPACE SHEET 2 of 7 CHECKED JRR NO. 2003-049", which map is on file or is to be filed on the Land Records of the Town of Ellington and being more particularly bounded and described as follows:

To reach the true point of beginning, begin at a point located in the westerly line of Tripp Road at the southeasterly corner of Lot 1 as shown on said map, thence proceed N 13° 42' 50" E, 111.63 feet; thence continue N 15° 23' 43" E, 52.91 feet to the true point and place of beginning; said last two courses along Tripp Road; thence running along a curve to the left having a radius of 25.00 feet, a distance of 39.74 feet along Lot 1 to a point; thence running N 75° 40' 28" W, 509.23 feet along Lot 1, Lot 3 and Lot 5 as shown on said map, in part by each, in all 509.23 feet to a point; thence running along a curve to the left having a radius of 25.00 feet, a distance of 24.54 feet to a point; thence running along a curve to the right having a radius of 65.00 feet, a distance of 331.83 feet along Lot 5, Lot 7, Eagle Estates Homeowners Assoc., Inc. and Lot 6 partly by each to a point; thence running along a curve to the left having a radius of 25.00 feet, a distance of 24.54 feet along Lot 6 to a point; thence running S 75° 40' 28" E, 511.10 feet along Lot 6, Lot 4 and Lot 2 partly by each as shown on said map to a point; thence running along a curve to the left having a radius of 25.00 feet, a distance of 38.80 feet along Lot 2 to a point located in the westerly line of Tripp Road; thence running S 15° 23' 43" W, 100.02 feet along Tripp Road to the point or place of beginning.

Said premises are conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation, or public or private law.

STATE OF CONNECTICUT)

COUNTY OF Hartford)

ss. Enfield June 1, 2008 & 9

Personally appeared, Mark Spazzarini, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Carol S. Santorini

~~Commissioner of the Superior Court~~

Notary Public

My Commission Expires: Sept 30, 2011

STATE OF CONNECTICUT)

COUNTY OF Hartford)

ss. Enfield June 1, 2008 & 9

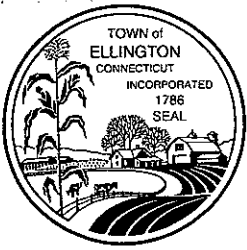
Personally appeared, Edward Spazzarini, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Carol S. Santorini

~~Commissioner of the Superior Court~~

Notary Public

My Commission Expires: Sept 30, 2011



STATE OF CONNECTICUT • COUNTY OF TOLLAND
INCORPORATED 1786

V-H

TOWN OF ELLINGTON

55 MAIN STREET • P. O. BOX 187
ELLINGTON, CONNECTICUT 06029-0187

www.ellington-ct.gov

Ellington Emergency Services Ad Hoc Committee Small Equipment Report

October 13, 2009

Presented to: Board of Selectmen
Board of Finance

Objective: To provide advisory information for the Board of Selectmen and the Board of Finance to support recommendation #51 of the ESCi survey:

“Develop and fund a small equipment replacement program”

The Emergency Services Ad Hoc Committee established a sub committee with representatives from each agency to compile the report. The following guidance was established for the sub committee:

- equipment items valued at one thousand dollars or greater (\$1,000.00)
- the equipment shall not be part of an apparatus (fire truck or ambulance)
- must have a life expectancy of 7 years or greater

Items not included:

- uniforms, protective gear, EMS wear
- radios and communications equipment
- desk top computers, training props
- hydraulic rescue tools, (already included in the Capital Improvements plan)

Attached are the spreadsheets from each agency formatted in a similar format presentation.

This report completes the work on this recommendation unless the committee is directed to complete additional tasks.

Respectfully submitted for the Small Equipment Sub-Committee.

John W. Turner, Chairman

EVAC - Item Description	Quantity	Age in years if known	Estimated life expectancy in years	Replacement value - estimated	Total Value
Lifepak 1000- AED	22	2	5	\$ 2,945.00	\$ 64,790.00
Lifepak CR Plus- AED	15	1	5	\$ 1,795.00	\$ 26,925.00
Lifepak 500-AED	19	3	5	\$ 1,649.00	\$ 31,331.00
Panasonic Tough Books- Lap Tops	4	2	4	\$ 4,000.00	\$ 16,000.00
Motorola Med Radios	8	1	7	\$ 1,200.00	\$ 9,600.00
Welch Allyn Automatic Blood Pressure Cuff	1	3	6	\$ 2,610.00	\$ 2,610.00
Cas Automatic Blood Pressure Cuff	1	5	6	\$ 2,195.00	\$ 2,195.00
Masimo Rad-57 Pulse CO-Oximeter	2	3	10	\$ 2,995.00	\$ 5,990.00
Infocus IN38 Projector	1	0	5	\$ 1,100.00	\$ 1,100.00
Stryker Stair Chair Pro 6252	2	5	10	\$ 2,700.00	\$ 5,400.00
Stryker Stretcher MX Pro R3	2	5	10	\$ 4,445.00	\$ 8,890.00
				Total Value	\$ 174,831.00

EVFD - Item Description	Quantity	Age in years if known	Estimated life expectancy in years	Replacement value - estimated	Total Value
20" Supervac Vent Fan -P200SE	1	15	20	\$ 2,000.00	\$ 2,000.00
3000 Gal Husky Dump Tank	2	3	15	\$ 1,500.00	\$ 3,000.00
Honda Generator -EM2200	1	10	20	\$ 1,100.00	\$ 1,100.00
25 hp Mercury Boat Motor	1	15	25	\$ 2,800.00	\$ 2,800.00
2 1/2" Homlite Trash Pump	2	40	40	\$ 1,700.00	\$ 3,400.00
Husqvarna Generator -1055GN	1	1	40	\$ 1,000.00	\$ 1,000.00
Switlick Ice Rescue Sled	1	15	20	\$ 5,000.00	\$ 5,000.00
Inflatable Boat	1	15	25	\$ 15,000.00	\$ 15,000.00
Warn 5000# Winch	1	11	20	\$ 1,000.00	\$ 1,000.00
Husqvarna Snowblower -924SB	1	1	15	\$ 1,000.00	\$ 1,000.00
16" Supervac Vent Fan	4	15+	20	\$ 1,200.00	\$ 4,800.00
Honda Generator -EM500	1	20	20	\$ 2,700.00	\$ 2,700.00
Echo Quick Vent Chainsaw -QV800	1	10	20	\$ 1,600.00	\$ 1,600.00
Partner K1200 Saw -K950	1	2	15	\$ 2,500.00	\$ 2,500.00
Honda Generator -EM650	2	10	20	\$ 1,400.00	\$ 2,800.00
Supercan Mobile Air Cart	1	5	25	\$ 3,000.00	\$ 3,000.00
Dewalt 24v Cordless Tool Kit	1	10	10	\$ 1,000.00	\$ 1,000.00
Stokes Basket	4	10+	50	\$ 1,000.00	\$ 4,000.00
Talisman Thermal Imaging Camera - K90	2	7	10	\$ 13,400.00	\$ 26,800.00
Talisman Thermal Imaging Camera - K1000	1	1	10	\$ 9,000.00	\$ 9,000.00
Scott Scout 4-Gas Meter	3	3	8	\$ 2,500.00	\$ 7,500.00
Honda 16" PPV Vent Fan - GX160	1	10	20	\$ 1,500.00	\$ 1,500.00
Kawasaki 16" PPV Vent Fan - FA130	1	15	20	\$ 1,500.00	\$ 1,500.00

Winco Generator - EC4500E	1	15	20	\$	2,000.00	\$	2,000.00
Honda Generator - EB3800	1	3	20	\$	2,000.00	\$	2,000.00
Akron Rapid Attack Monitor Nozzle	1	5	25	\$	2,900.00	\$	2,900.00
Roto Jet Hose Washer - RT55	1	5	20	\$	13,500.00	\$	13,500.00
TFT 2.5" playpipe w/tips & shut off	7	2-8	20+	\$	1,200.00	\$	8,400.00
Humat Hydrant Valves	3	5-15	20+	\$	1,600.00	\$	4,800.00
Water Thief	3	5-20	20+	\$	1,200.00	\$	3,600.00
Hose Testing Machine	1	15	40	\$	2,500.00	\$	2,500.00
Laptop- Rugged Tablet Truck Mounted	3	1	10	\$	3,000.00	\$	9,000.00
Masimo Rad-57 Pulse CO-Oximeter	3	3	10	\$	2,995.00	\$	8,985.00
Air Bags - Set of 6 and 2 med. Pressure	1	10	25	\$	5,000.00	\$	5,000.00
Air Bag Manifolds	1	5	25	\$	2,500.00	\$	2,500.00
Working Air Cart & hoses	1	5	20	\$	8,000.00	\$	8,000.00
Paratech Vehicle Stabilization kit	1	5	15	\$	3,000.00	\$	3,000.00
Paratech tripod & shoring kit	1	4	15	\$	8,000.00	\$	8,000.00
Tripod Halogen Light - portable	3	15+	25	\$	1,000.00	\$	3,000.00
Stearns Cold Water Rescue Suits	6	10+	20	\$	1,000.00	\$	6,000.00
Scoop Stretcher	2	20	40	\$	1,000.00	\$	2,000.00
MSA SCBA	35	2	15	\$	7,200.00	\$	252,000.00
MSA RIT Pack	3	2	15	\$	3,000.00	\$	9,000.00
5" LDH Supply Hose - 100'	46	3	10-15	\$	653.00	\$	30,038.00
5" LDH Supply Hose - 25'	8	3	10-15	\$	290.00	\$	2,320.00
5" LDH Supply Hose - 50'	1	2	10-15	\$	400.00	\$	400.00
1" Booster line hose - 100'	1.5	32	20+	\$	435.00	\$	652.50

1.75" Double Jacket Fire Hose - 50'	95	1 - 30	15-20	\$	120.00	\$	11,400.00
2.5" Double Jacket Fire Hose - 50'	47	1 - 30	15-20	\$	160.00	\$	7,520.00
3" Double Jacket Fire Hose - 50'	41	5 - 30	15-20	\$	235.00	\$	9,635.00
1.5" Forestry Hose - 100'	10	10 +	10	\$	150.00	\$	1,500.00
					Total Value	\$	523,650.50

CLVFD - Item Description	Quantity	Age in years if known	Estimated life expectancy in years	Replacement value - estimated	Total Value
Masimo SET SPO2 and CO Meter	1	1	10	\$ 2,995.00	\$ 2,995.00
Blue Dart Air Chiesel Set	1	15+	15	\$ 1,300.00	\$ 1,300.00
Air Bags	4	15+	15	\$ 1,100.00	\$ 4,400.00
Air Bag Regulator and Hose Set	1	15+	15	\$ 2,500.00	\$ 2,500.00
Honda EM 650 Generator Light	1	7	15	\$ 1,400.00	\$ 1,400.00
Super Vac Ventilation Fan 24"	1	10	15	\$ 2,100.00	\$ 2,100.00
Tripod Portable Halogen Lighting	2	7	15	\$ 1,000.00	\$ 2,000.00
Portable Suction Unit	4	1-10	8	\$ 1,000.00	\$ 4,000.00
Mustang Ive Rescue Suits		1	10	\$ 1,000.00	\$ -
Stearns Ice Rescue Suits	6	10	10	\$ 1,000.00	\$ 6,000.00
BW Gas Alert Max Multi- Gas Meter	1	4	10	\$ 3,000.00	\$ 3,000.00
Dry Suits	2	10	10	\$ 2,000.00	\$ 4,000.00
Water Thief Hose Appliances	2	15+	15	\$ 1,200.00	\$ 2,400.00
Turbo Draft Water Appliance	1	1	15	\$ 4,000.00	\$ 4,000.00
Jonsered Turbo Vent Saw	1	5	10	\$ 1,000.00	\$ 1,000.00
Talisman Thermal Imager- K90	1	7	10	\$ 13,500.00	\$ 13,500.00
Portable Water Pumps	3	2-15+	10	\$ 1,000.00	\$ 3,000.00
18" Supervac Ventillation Fan	2	10	15	\$ 1,500.00	\$ 3,000.00
Ice Rescue Sled	1	15+	15	\$ 2,000.00	\$ 2,000.00
Ferno Stokes Basket	1	15+	15	\$ 1,000.00	\$ 1,000.00
K- 12 Saws	2	15+	10	\$ 2,500.00	\$ 5,000.00

Scuba Diving Equipment Sets	5	5-12	10	\$	1,500.00	\$	7,500.00
3000 Gallon Drop Tank	1	3	10	\$	1,500.00	\$	1,500.00
50 hp Johnson Boat Motor	1	6	10	\$	7,500.00	\$	7,500.00
Stair Chair	2	15+	10	\$	1,500.00	\$	3,000.00
Scoop Stretcher	1	15+	10	\$	1,000.00	\$	1,000.00
Rice Hose Testing Pump	1	15+	10	\$	2,500.00	\$	2,500.00
4" LDH Hose - 100'	45	20+	10-15	\$	530.00	\$	23,850.00
5" LDH Hose - 100'	2	1	10-15	\$	653.00	\$	1,306.00
1" Booster Line Hose - 50'	10	10	20+	\$	270.95	\$	2,709.50
2 1/2" Double Jacket Hose - 50'	40	5-15	15-20	\$	160.00	\$	6,400.00
1 3/4" Double Jacket Hose - 50'	64	5-15	15-20	\$	120.00	\$	7,680.00
Forestry Hose 50 ft Length	6	10	15-20	\$	150.00	\$	900.00
MSA SCBA	20	5	15	\$	7,200.00	\$	144,000.00
					Total Value	\$	278,440.50

V-I-1

Town of Ellington
Emergency Services Ad Hoc Committee

Proposed contract between

Town of Ellington
and the
Ellington Volunteer Ambulance Corps., Inc.

**EMERGENCY SERVICES AGREEMENT
ELLINGTON VOLUNTEER AMBULANCE CORPS, INC.**

This Agreement is made by and between the Town of Ellington, acting herein by Michael P. Stupinski, Its First Selectman, duly authorized (hereafter "Town"), and the ELLINGTON VOLUNTEER AMBULANCE CORPS, INC. acting herein by Peter Hany, Its President, duly authorized (hereafter "EVAC").

WHEREAS Section 912 of the Ellington Charter requires that the Town enter into contracts with the volunteer organizations that provide emergency services to the people of the Town of Ellington; and

WHEREAS the Town desires to make provision for emergency services to be available to the people of the Town of Ellington; and

WHEREAS the EVAC has provided emergency services in the past and desires to continue to provide these services to the people of the Town of Ellington in the future; and

WHEREAS it is desirable that the Town provide financial support to EVAC in order for it to be able to continue to provide emergency services; and

WHEREAS it is the intent and desire of the Town and EVAC to set forth in this Agreement the relationship between the parties as well as the duties and responsibilities of each.

NOW, THEREFORE, the parties agree with each other that from the execution of this contract and continuing indefinitely into the future until such time as it may be amended by written agreement of the parties, this contract shall define the relationship between the parties, their respective duties and responsibilities as follows:

1. EVAC is a separate legal organization under the laws of the State of Connecticut and shall retain its separate legal status for the duration of this contract;
2. EVAC shall have the exclusive right to determine the qualifications for a membership, the types of membership, who qualifies for membership, and its internal organization;

3. EVAC shall determine the training required for all categories of its membership and procedures necessary to carry out its operational functions without control by the Town;
4. EVAC will cooperate with and participate in training and operation with other entities providing emergency services to the people of Ellington including participation with the Emergency Services Joint Training Committee.
5. EVAC shall maintain both membership and qualification records of its personnel, apparatus and equipment as well as such records of emergency activities as may be required by applicable licensing authorities, insurance companies, police and medical authorities, as well as the people for whom they provide services. The development and maintenance of such records shall be the responsibility of EVAC;
6. EVAC shall be entitled to continue to participate in mutual aid through Tolland County Mutual Fire Service, Inc.
7. EVAC shall be entitled to maintain separate money accounts in its name for the purpose of managing funds contributed by members, its own fundraisers and contributions from benefactors and contributors who make contributions in appreciation for the services performed and to support EVAC's activities. Such funds shall be under the control of EVAC and may be used for any purpose as determined by EVAC;
8. The Town commits to supporting EVAC to the same extent and same manner as it supports all other departments and agencies of the Town in order that EVAC may be able to meet the objectives of both the Town and EVAC to provide emergency service within EVAC's area of service.
9. As a contracting agency with the Town, EVAC will submit a budget request annually as part of the Town budget process. The request will forecast its operating expenses and needs for the fiscal year including equipment replacement and additions that should be funded on an annual basis as well as needs in anticipated major capital expenses or needs for vehicles, building acquisitions, and improvements, with such detail as is regularly required by the Town Finance Officer and the Board of Finance. Any appropriate member(s) of EVAC will be available to meet with the Town budget authorities including attendance at necessary meetings to explain its budget request, needs and alternatives;

10. Upon adoption of a budget by the Town allocated to EVAC, all expenses of EVAC within the budget will be paid by the Town of Ellington through its Finance Department following standard financial procedures for all Town expenditures;
11. The parties recognize that EVAC is required to respond to emergencies that may not have been anticipated and/or sustain damage to vehicles and equipment in the process of providing its emergency services that require expenditures not contemplated by the adopted budget. The Town through its Finance Department will put in place financial procedures to accommodate such unanticipated events and costs.
12. Within its general insurance budget, the Town shall provide and pay for: a) property casualty and extended insurance for the land and building owned by the EVAC and all EVAC equipment and personal property housed therein; b) liability insurance for all personnel acting in their capacity as a member of EVAC; c) vehicle liability; and d) worker's compensation insurance. The provisions of all such policies of insurance shall be substantially similar to those policies maintained by the Town for its property and personnel. Nothing herein prevents EVAC from obtaining separate insurance for its organization and/or members but it should determine with the First Selectman that such additional coverage is not available through the Town insurance programs and meets a particular need for EVAC and/or its members.
13. Incentive Programs for Volunteers:
 - 13.1 The Town has and will continue to provide Accidental Death and Dismemberment insurance and Accident/Sickness insurance for Volunteers.
 - 13.2 The Town has also provided and will continue to provide a Length of Service Award program that recognizes continued service to the organization with an annuity based on length of service, and an Incentive Award Program that recognizes dedicated attendance by volunteers at emergency calls, training sessions and participation in the activities of the organization as well as the costs to the volunteers to participate.
14. Vehicles used by EVAC shall be titled and registered in the name of the Town of Ellington and all equipment purchased with funds provided by the Town shall be and remain the property of the Town. Equipment or assets purchased with separate funds of EVAC shall be and remain the property of EVAC and the Town agrees to provide insurance for all such vehicles, equipment and assets. Appropriate memoranda of EVAC vehicles, equipment and assets shall be maintained and filed with the Town Finance Officer to identify and confirm the separate ownership of EVAC assets.

15. The President for EVAC and the First Selectman shall be the designated representatives for their respective entities under this Agreement. Each party may designate a substitute representative in their discretion.
16. In the event of any dispute arising under this Agreement, the designated representatives shall meet and attempt to resolve the dispute. If the designated representatives fail to reach agreement, then either party may place the matter on the agenda of a Board of Selectmen meeting to address the matter and seek a resolution. In the event that a resolution is not achieved at the Board of Selectmen meeting, then within twenty (20) days of the meeting, then either party may submit the dispute to mediation, followed by binding arbitration, if necessary, through the American Arbitration Association or similar entity. The costs of mediation and arbitration shall be shared equally by the parties. The prevailing party in any arbitration shall be entitled to reimbursement for all costs of arbitration not including counsel fees or compensation for members of officials.
17. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the designated representative or in the case of the Town to a staff person in the office of the First Selectman, and in the case of EVAC to an executive officer of EVAC. If the notice, etc., is sent by registered or certified mail or common carrier, postage and charges prepaid, addressed to the Designated Representative at the address set forth in this Agreement for each, such notice shall be deemed to have been given upon the earlier of actual receipt or three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail or of the common carrier, addressed and sent as aforesaid.
18. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

19. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Connecticut.
20. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
21. An Appendix A, attached to this agreement, details certain other terms with respect to the parties which Appendix is incorporated herein by reference and made a part hereof; an Appendix B prepared by EVAC describing the services it will provide and its level of qualification of personnel, equipment and apparatus; is a *Certificate of Operation C048B1* issued by the Connecticut Department of Public Health.
22. This Agreement and Appendices may be changed only by written amendment signed by both parties.
23. This Agreement shall be effective from the date hereof until January 31, 2012 and shall be automatically extended without action by either party for successive periods of two (2) years unless either party gives notice to the other on or before December 10 preceding the renewal date of its intention not to renew the agreement or its desire to review one or more provisions of the agreement in which case the automatic renewal shall not occur.

THIS AGREEMENT is made as of the _____ day of _____, 2009 and has been approved by the governing body of EVAC and the Board of Selectmen of the Town of Ellington.

**ELLINGTON VOLUNTEER
AMBULANCE CORPS, INC.**

TOWN OF ELLINGTON

By _____
Peter Hany, Its President
Duly Authorized

By _____
Michael P. Stupinski
First Selectman

APPENDIX A
EMERGENCY SERVICES AGREEMENT
ELLINGTON VOLUNTEER AMBULANCE CORPS, INC.

- A. USE OF AMBULANCE BUILDING. The Town authorizes EVAC to use and control the "ambulance building" located at 41 Maple Street, Ellington, Connecticut for all purposes consistent with the organization of EVAC and its mission to provide emergency services to the people of Ellington and those activities that may be of primary benefit to EVAC as a separate entity including its fund raising activities subject only to making the facilities available to any other town agency or activity upon request and providing that the requested activity or use does not unreasonably interfere with the primary use of the facilities by EVAC and is not otherwise prohibited by building or accessibility codes.
- B. PAID PERSONNEL. Paragraph 3 of the general contract is modified as follows: In order to provide emergency coverage throughout the day, the Town has authorized and agreed that EVAC may utilize certain paid personnel. Such personnel must submit to the application procedures of EVAC and be approved and recommended by EVAC to the Town Board of Selectmen that has the final authority to hire the recommended person who will then be an employee of the Town subject to and entitled to the benefits of a town employee as a part-time or full-time employee, as the case may be, but shall be a special member of EVAC for so long as employed in this capacity and under the direction of EVAC as to duty hours and all performance direction and requirements. Paid personnel shall not participate in the incentive programs for volunteers described in paragraph 12.
- C. BUDGETED EXPENSES. Ordinary expenses of EVAC whether budgeted or non-budgeted due to emergency needs of EVAC will be promptly reviewed by personnel designated by EVAC and when approved shall be forwarded to the Finance Officer for payment. Both EVAC and the Finance Officer will make diligent effort to process all bills so that payment can be made within the terms of the charge to avoid late fees or cancellation of accounts. In the event that experience determines that this process does not avoid late fees or cancellation of accounts, then the parties will re-examine the process and may adopt use of a revolving account under the control of EVAC with the accounting to the Finance Officer after the expenditure upon application for replenishment of the account.

- D. FEES FOR SERVICE. EVAC will continue to make reasonable charges for its services to the public in order to offset some of the expenses in providing the equipment, supplies and training required to provide its services. It will maintain records necessary to support the charges and collect the same but need not be either the billing agency, the administrative agency nor the collecting agency all of which work shall be performed by an independent contractor skilled in performing those activities. EVAC shall continually review and establish rates for service consistent with charges by other ambulance services in the area with due allowance for allowable charges under Medicare, Medicaid and general health insurance.
- (1) All funds when collected by the independent contractor shall be remitted directly to the Finance Officer of the Town of Ellington and deposited or allocated to a separate fund referred to as the "EVAC Charging Fund". While expenditures from this fund are subject to the procedures required by the Ellington Charter and the general statutes, none of these funds shall be used for general town expenses but shall be used exclusively for ambulance and medical equipment, training and services for the people of Ellington.
- E. RESCUE POST. The Town recognizes and approves the continued support to RESCUE POST NO. 512 as a service to Ellington youth, a project to develop interest in service among young people and a training ground for future volunteers and authorizes use of all EVAC facilities and equipment in furtherance of that work.

ELLINGTON VOLUNTEER AMBULANCE CORPS

Scope of Services

The following are services provided by the Ellington Volunteer Ambulance Corps (EVAC) but shall not be considered all inclusive (refer to EVAC policies and by-laws for further details).

Medical Services

EVAC provides emergency medical services to the residents of the Town of Ellington and will also respond as needed to surrounding towns per established mutual aid agreements. EVAC operates at the Basic Life Support (BLS) level of service as outlined by the State of Connecticut Office of Emergency Medical Services. Dispatching is done through an agreement with the Tolland County Mutual Aid Fire Service which handles the 911 calls and routine requests for the Town of Ellington. EVAC holds the ambulance transport license (R-2) for the town and also has the primary first responder certificate (R-1) for the town excluding the Crystal Lake Fire District. Our Certificate of Operation is renewed annually by the State Office of Emergency Medical Services following the submission of proper documentation. EVAC works hand in hand with both fire departments to provide medical care.

Public Education

EVAC participates in providing CPR and First Aid classes open to all individuals desiring this training. EVAC has also been the point of contact for town employees who require first aid and CPR training.

EVAC has committed to the purchasing and distributing of AED's for its own members, both fire departments and all town buildings. Through the efforts of this program the Town of Ellington has been designated a Heart Safe Community. From time to time EVAC will do awareness sessions about our operations to various civic groups upon request.

Hazmat Response

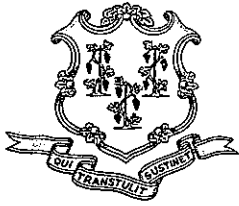
EVAC is trained in Hazmat emergencies to the awareness level which provides its members with a basic knowledge of hazardous conditions. Each ambulance and our service vehicle carry a copy of a Hazardous Materials Handbook.

Emergency Management

EVAC is a participant in the Town of Ellington's Emergency/Disaster Management Committee. All EVAC members are required to be certified in the National Incident Management System (NIMS) as it pertains to Emergency Medical responders.

Executive Board

The EVAC executive board consists of 9 officers. The specific chain of command and duties for each position are referenced in EVAC's Bylaws. Medic radios are assigned to both officers and non-officers and are reviewed annually at the July executive board meeting.



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH CERTIFICATE OF OPERATION C048B1

FOR

Ellington Vol. Ambulance Corps

Located at 41 Maple Street, Ellington, CT 06029 is hereby authorized to operate **2** **VEHICLE(S)** in a **FR/BA** category beginning 7/1/2009 and ending 6/30/2010.

Of the 2 authorized vehicle(s), the Certificate Holder will be permitted to equip and use not more than **2** as **Ambulance(s)**, **0** as **Invalid Coach(es)**, as defined by Chapter 368d, Section 19a-175 of the Connecticut General Statutes, and **0** as **Non-Transporting Emergency Medical Service Vehicle(s)** as defined in Section 19a-180-1(b)(4) of the Regulations of Connecticut State Agencies. Applicant is also authorized to operate **0** **branch locations**. Addresses of the authorized branch locations are on file in the Department of Public Health.

Applicant has furnished evidence of financial responsibility as required by Section 19a-180 of the Connecticut General Statutes, as amended.

Applicant has met the minimum standards of the State Department of Public Health in the areas of training, equipment and personnel for operation of an emergency medical service or is presently operating under a waiver of certain provisions of the regulations.

Applicant has demonstrated its suitability to provide emergency medical service.

A copy of this certificate shall be displayed prominently in the above stated operational headquarters and at each location from which the provider is granted to operate under this certificate.

Dated: April 21, 2009

J Robert Galvin M.D., M.P.H.

J. Robert Galvin, M.D., M.P.H., Commissioner

Phone:



Telephone Device for the Deaf: (860) 509-7191

410 Capitol Avenue - MS # _____

P.O. Box 340308 Hartford, CT 06134

Affirmative Action / An Equal Opportunity Employer

Town of Ellington
Emergency Services Ad Hoc Committee

Proposed contract between

Town of Ellington
and the
The Ellington Volunteer Fire Department, Inc.

**EMERGENCY SERVICES AGREEMENT
THE ELLINGTON VOLUNTEER FIRE DEPARTMENT, Inc.**

This Agreement is made by and between the Town of Ellington, acting herein by Michael P. Stupinski, Its First Selectman, duly authorized (hereafter "Town"), and the The Ellington Volunteer Fire Department, Inc. acting herein by Michael Varney, Its Chief, duly authorized (hereafter "EVFD").

WHEREAS Section 912 of the Ellington Charter requires that the Town enter into contracts with the volunteer organizations that provide emergency services to the people of the Town of Ellington; and

WHEREAS the Town desires to make provision for emergency services to be available to the people of the Town of Ellington; and

WHEREAS the EVFD has provided emergency services in the past and desires to continue to provide these services to the people of the Town of Ellington in the future; and

WHEREAS it is desirable that the Town provide financial support to EVFD in order for it to be able to continue to provide emergency services; and

WHEREAS it is the intent and desire of the Town and EVFD to set forth in this Agreement the relationship between the parties as well as the duties and responsibilities of each.

NOW, THEREFORE, the parties agree with each other that from the execution of this contract and continuing indefinitely into the future until such time as it may be amended by written agreement of the parties, this contract shall define the relationship between the parties, their respective duties and responsibilities as follows:

1. EVFD is a separate legal organization under the laws of the State of Connecticut and shall retain its separate legal status for the duration of this contract;
2. EVFD shall have the exclusive right to determine the qualifications for a membership, the types of membership, who qualifies for membership, and its internal organization;

3. EVFD shall determine the training required for all categories of its membership and procedures necessary to carry out its operational functions without control by the Town;
4. EVFD will cooperate with and participate in training and operation with other entities providing emergency services to the people of Ellington including participation with the Emergency Services Joint Training Committee.
5. EVFD shall maintain both membership and qualification records of its personnel, apparatus and equipment as well as such records of emergency activities as may be required by applicable licensing authorities, insurance companies, police and medical authorities, as well as the people for whom they provide services. The development and maintenance of such records shall be the responsibility of EVFD;
6. EVFD shall be entitled to continue to participate in mutual aid through Tolland County Mutual Fire Service, Inc.
7. EVFD shall be entitled to maintain separate money accounts in its name for the purpose of managing funds contributed by members, its own fundraisers and contributions from benefactors and contributors who make contributions in appreciation for the services performed and to support EVFD's activities. Such funds shall be under the control of EVFD and may be used for any purpose as determined by EVFD;
8. The Town commits to supporting EVFD to the same extent and same manner as it supports all other departments and agencies of the Town in order that EVFD may be able to meet the objectives of both the Town and EVFD to provide emergency service within EVFD's area of service.
9. As a contracting agency with the Town, EVFD will submit a budget request annually as part of the Town budget process. The request will forecast its operating expenses and needs for the fiscal year including equipment replacement and additions that should be funded on an annual basis as well as needs in anticipated major capital expenses or needs for vehicles, building acquisitions, and improvements, with such detail as is regularly required by the Town Finance Officer and the Board of Finance. Any appropriate member(s) of EVFD will be available to meet with the Town budget authorities including attendance at necessary meetings to explain its budget request, needs and alternatives;

10. Upon adoption of a budget by the Town allocated to EVFD, all expenses of EVFD within the budget will be paid by the Town of Ellington through its Finance Department following standard financial procedures for all Town expenditures;
11. The parties recognize that EVFD is required to respond to emergencies that may not have been anticipated and/or sustain damage to vehicles and equipment in the process of providing its emergency services that require expenditures not contemplated by the adopted budget. The Town through its Finance Department will put in place financial procedures to accommodate such unanticipated events and costs.
12. Within its general insurance budget, the Town shall provide and pay for: a) property casualty and extended insurance for the land and building owned by the EVFD and all EVFD equipment and personal property housed therein; b) liability insurance for all personnel acting in their capacity as a member of EVFD; c) vehicle liability; and d) worker's compensation insurance. The provisions of all such policies of insurance shall be substantially similar to those policies maintained by the Town for its property and personnel. Nothing herein prevents EVFD from obtaining separate insurance for its organization and/or members but it should determine with the First Selectman that such additional coverage is not available through the Town insurance programs and meets a particular need for EVFD and/or its members.
13. Incentive Programs for Volunteers:
 - 13.1 The Town has and will continue to provide Accidental Death and Dismemberment insurance and Accident/Sickness insurance for Volunteers.
 - 13.2 The Town has also provided and will continue to provide a Length of Service Award program that recognizes continued service to the organization with an annuity based on length of service, and an Incentive Award Program that recognizes dedicated attendance by volunteers at emergency calls, training sessions and participation in the activities of the organization as well as the costs to the volunteers to participate.
14. Vehicles used by EVFD shall be titled and registered in the name of the Town of Ellington and all equipment purchased with funds provided by the Town shall be and remain the property of the Town. Equipment or assets purchased with separate funds of EVFD shall be and remain the property of EVFD and the Town agrees to provide insurance for all such vehicles, equipment and assets. Appropriate memoranda of EVFD vehicles, equipment and assets shall be maintained and filed with the Town Finance Officer to identify and confirm the separate ownership of EVFD assets.

15. The Chief for EVFD and the First Selectman shall be the designated representatives for their respective entities under this Agreement. Each party may designate a substitute representative in their discretion.
16. In the event of any dispute arising under this Agreement, the designated representatives shall meet and attempt to resolve the dispute. If the designated representatives fail to reach agreement, then either party may place the matter on the agenda of a Board of Selectmen meeting to address the matter and seek a resolution. In the event that a resolution is not achieved at the Board of Selectmen meeting, then within twenty (20) days of the meeting, then either party may submit the dispute to mediation, followed by binding arbitration, if necessary, through the American Arbitration Association or similar entity. The costs of mediation and arbitration shall be shared equally by the parties. The prevailing party in any arbitration shall be entitled to reimbursement for all costs of arbitration not including counsel fees or compensation for members of officials.
17. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the designated representative or in the case of the Town to a staff person in the office of the First Selectman, and in the case of EVFD to an executive officer of EVFD. If the notice, etc., is sent by registered or certified mail or common carrier, postage and charges prepaid, addressed to the Designated Representative at the address set forth in this Agreement for each, such notice shall be deemed to have been given upon the earlier of actual receipt or three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail or of the common carrier, addressed and sent as aforesaid.
18. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

19. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Connecticut.
20. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
21. An Appendix A, attached to this agreement, details certain other terms with respect to the parties which Appendix is incorporated herein by reference and made a part hereof; an Appendix B prepared by EVFD describing the services it will provide and its level of qualification of personnel, equipment and apparatus; an Appendix C is a *Certificate of Operation 0482SR* issued by the Connecticut Department of Public Health; and an Appendix D is a map of the Town of Ellington that defines the geographical area within the Town for which it has responsibility lying westerly of the defined line.
22. This Agreement and Appendices may be changed only by written amendment signed by both parties.
23. This Agreement shall be effective from the date hereof until January 31, 2012 and shall be automatically extended without action by either party for successive periods of two (2) years unless either party gives notice to the other on or before December 10 preceding the renewal date of its intention not to renew the agreement or its desire to review one or more provisions of the agreement in which case the automatic renewal shall not occur.

THIS AGREEMENT is made as of the _____ day of _____, 2009 and has been approved by the governing body of EVFD and the Board of Selectmen of the Town of Ellington.

**THE ELLINGTON VOLUNTEER
FIRE DEPARTMENT, Inc.**

TOWN OF ELLINGTON

By _____
Michael Varney, Its Chief
Duly Authorized

By _____
Michael P. Stupinski
First Selectman

APPENDIX A
EMERGENCY SERVICES AGREEMENT
ELLINGTON VOLUNTEER FIRE DEPARTMENT

- A. USE OF BUILDINGS. Recognizing that a portion of the land and building is owned by EVFD although maintained by the town, the Town authorizes EVFD to use and control the "Center Fire Department Building" located at Main Street, Ellington, Connecticut and that area at Nutmeg Business Park leased for fire apparatus for all purposes consistent with the organization of EVFD and its mission to provide emergency services to the people of Ellington and those activities that may be of primary benefit to EVFD as a separate entity including its fund raising activities subject only to making the facilities available to any other town agency or activity upon request and providing that the requested activity or use does not unreasonably interfere with the primary use of the facilities by EVFD and is not otherwise prohibited by building or accessibility codes.
- B. FIRE CADET PROGRAM. The Town recognizes and approves the continued support by EVFD for a fire cadet program as a service to Ellington youth, a project to develop interest in service among young people and a training ground for future volunteers and authorizes use of all EVFD facilities and equipment in furtherance of that work.



The Ellington Volunteer Fire Department, Inc.

29 Main Street, P.O. Box 911 Ellington, CT 06029

Ph 860-870-3190

www.ellingtonfire.org

fx 860-870-3194

Michael D. Varney, *Chief*
John W. Turner, *Deputy Chief*

Robert Levandoski, *Assistant Chief*
Gary T. Feldman, Sr., *Deputy Chief*

Scope of Services

Submitted by: Chief Michael D. Varney

Date: March 4, 2009

Services Provided by The Ellington Volunteer Fire Department, Inc. (EVFD); All of the services listed below will be provided by The Ellington Volunteer Fire Department Personnel unless specifically noted. These items are at no time to exclude the use of other organizations to assist through mutual aid or other formal relationships. All services will be best effort based on availability of personnel; we understand that certain times due to other emergencies, natural disasters, service calls or general availability of personnel, initial response capabilities may be limited due to staffing being provided by a volunteer workforce. The fire department shall participate in a process that develops a community fire and emergency medical services risk management plan.

In order to provide the services listed below, resources will be required to attain and maintain standards referenced. Those resources will be for the training, education and certification (if required) of members, the access to maintained appropriate equipment and facilities.

Fire Suppression

The Ellington Volunteer Fire Department will deliver fire suppression response services from two (2) fire stations, with volunteers twenty-four hours daily, seven days a week. This service will be delivered with the best effort staffing of a trained volunteer workforce. Equipment used will be provided by the Town of Ellington. All response assignments are predetermined and coordinated with our dispatch center (Tolland County Mutual Aid Fire Service) with tiered response levels for all types of calls including response to all reported fires, fire alarms, protected occupancies and occupancies of significant risk.

Training and equipment will be provided which meets relevant Federal and State requirements and National Fire Protection Association (NFPA) standards. The department has current Standard Operating Procedures with comprehensive policies for the use of Incident Command System and safety using common standards and terminology with its mutual aid partners.

The EVFD being committed to saving lives and property needs trained firefighters, proper equipment and adequate supplies of water. The Department will provide best efforts to maintain the current Insurance Service Organization, (ISO), Fire Suppression Rating Schedule (FSRS) Public Protection Classification (PPC) of 5/9 currently assigned. The EVFD will strive to improve the PPC rating of the area serviced by the Ellington Volunteer Fire Department, Inc.



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Robert Levandoski, *Assistant Chief*
Gary T. Feldman, Sr., *Deputy Chief*

equipment will be provided which meets relevant National Fire Protection Association (NFPA) or OSHA standards.

Emergency Medical Services

The Ellington Volunteer Fire Department will operate at the First Responder Supplemental Level as annually certified by the State Department of Public Health. The 911 Dispatch Center utilizes the Power Phone Emergency Medical Dispatch Software to prioritize medical calls and provide basic pre-arrival instructions. The department utilizes aggressive and comprehensive medical and regional trauma protocols. The agency has standing medical orders/protocols with on-line contact for medical control guidance as needed to contact medical control.

Emergency/Disaster Management

The Ellington Volunteer Fire Department will be an active participant in Emergency/Disaster Management with the Fire Chief or his/her designee being on the Local Emergency Management Committee and the Local Emergency Planning Committee. The department is prepared for disasters within its jurisdiction, these mainly being weather related incidents. During storms of the past the department has been very active in all phases of the operation including preparation through restoration. The Ellington Volunteer Fire Department has trained their members in the operation of the National Incident Management System (NIMS). The training levels will follow the state recommendations for implementation.

Response to Weapons of Mass Destruction

The Ellington Volunteer Fire Department takes a first responder roll during a WMD event. The department provides hazmat team members with Mark 1 injectors and all members with basic protective equipment for their own protection. The Capitol Region HazMat Team is participated in by the EVFD and utilized for all Weapons of Mass Destruction incidents and is very well trained and equipped to mitigate this type of an event. The cooperative effort between the two agencies is very successful. The Ellington Volunteer Fire Department is capable of communicating with the all response organizations through statewide common interoperable channels.



The Ellington Volunteer Fire Department, Inc.

29 Main Street, P.O. Box 911 Ellington, CT 06029

Ph 860-870-3190

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fx 860-870-3194

Michael D. Varney, *Chief*
John W. Turner, *Deputy Chief*

Robert Levandoski, *Assistant Chief*
Gary T. Feldman, Sr., *Deputy Chief*

Fire & Safety Public Education Program

The Ellington Volunteer Fire Department will deliver a public education program which is comprehensive and provides an array of avenues for public education to the citizens of Ellington. The goals and objectives of the program are to deliver programs to elementary school children age Pre-K to grade 3 and the elderly as priorities and all other persons or businesses in Ellington based on availability of materials and personnel. This will be done through implementing an all hazards approach such as the National Fire Protection Association's Risk Watch.

Technical Rescue

The Ellington Volunteer Fire Department will respond to all technical rescue calls which are categorized as follows: All training and equipment will be provided which meets relevant National Fire Protection Association (NFPA) standards. The department has current Standard Operating Procedures with comprehensive policies for the use and operations using the Incident Command System and safety using common standards and terminology with its mutual aid partners.

Rope Rescue – The EVFD will operate at the Operational Level minimally

Confined Space Rescue – The EVFD will operate at Level II

Trench Rescue – The EVFD will operate at Level I

Structural Collapse – The EVFD will operate at the Level I and utilize the Connecticut Urban Search & Rescue Team CT-TF1 for Incidents beyond the scope and capabilities of the EVFD to operate at Level II.

Vehicle & Machinery Rescue – The EVFD will operate at Level II

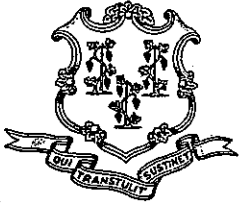
Surface Water Rescue, Ice Rescue and Dive Rescue – The EVFD will operate at Level I and have the capability to operate at a higher level when involved with the Tolland County Rescue Dive Team

Swift Water Rescue – The EVFD will operate at Level I and utilize the Tolland County Rescue Dive Team for responses requiring a higher level of capability.

Wilderness Search and Rescue – The EVFD will operate at Level II and when needed operate at a higher level with support and assistance of the Tolland County Search and Rescue Team.

Hazardous Materials

The Ellington Volunteer Fire Department operates at the Hazardous Materials Technician Level in the event of a hazardous materials incident. All responders are trained to an operations level, with many trained to operate at the Technician level as an integral component of the Capitol Region Hazardous Materials Response Team. The department carries advanced equipment to respond to hazardous materials incidents where specific expertise and equipment is necessary. Training and



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

CERTIFICATE OF OPERATION 0482SR

Ellington Volunteer Fire Dept., Inc. (The) located at 29 Main Street, Ellington, CT 06029 is hereby certified at the **FIRST RESPONDER** level of service beginning 4/1/2009 and ending 3/31/2010. This certificate demonstrates compliance with the following criteria:

Applicant has met the minimum standards of the Department of Public Health in the areas of training, equipment and personnel. Applicant has demonstrated its suitability to provide first responder services.

A copy of this certificate shall be displayed prominently in the above stated operational headquarters of and at each location from which the provider is granted to operate under this certificate.

Dated: February 23, 2009

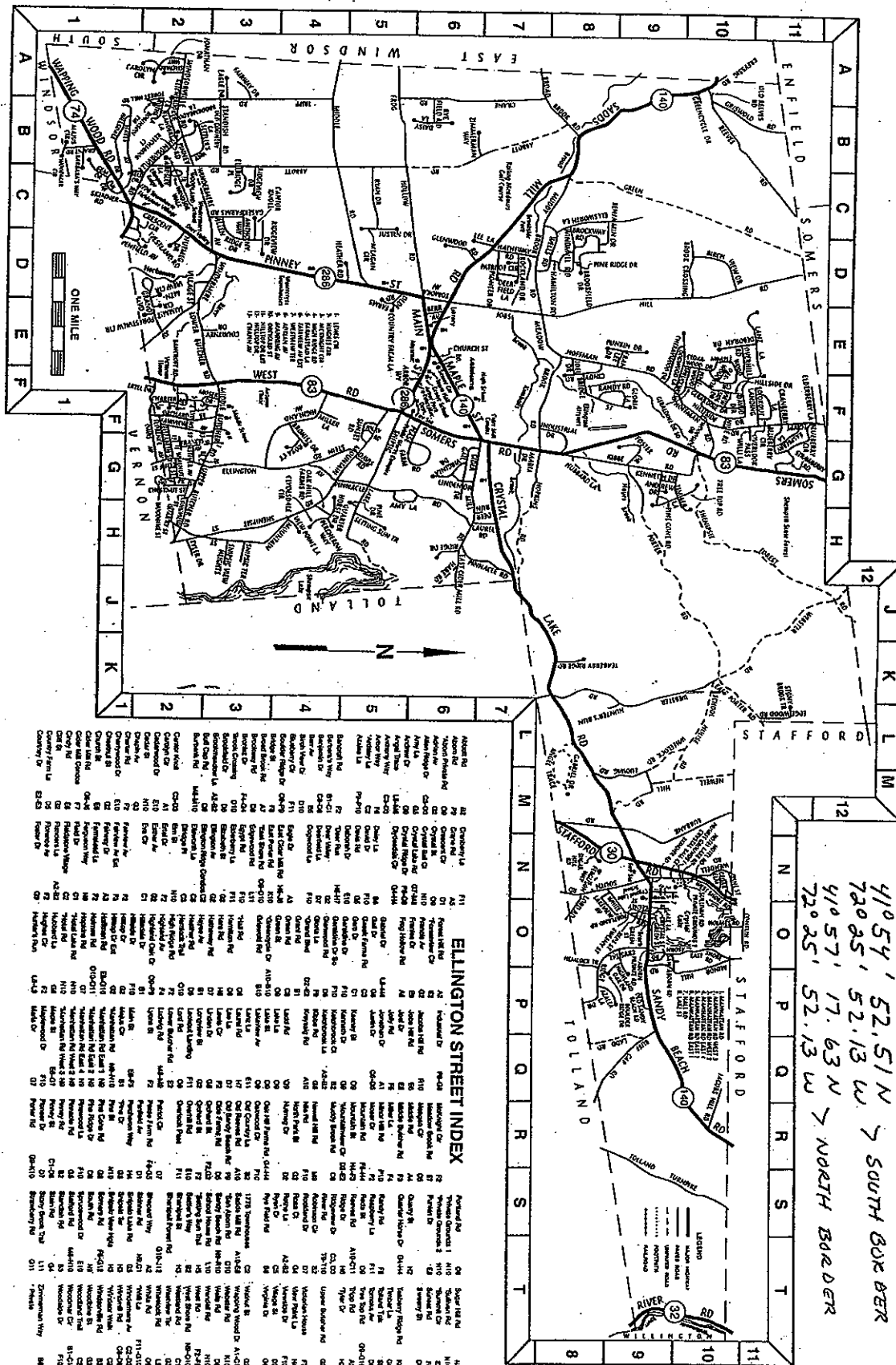
J Robert Galvin M.D., M.P.H.

J. Robert Galvin, M.D., M.P.H., Commissioner

Phone:



Telephone Device for the Deaf: (860) 509-7191
410 Capitol Avenue - MS # _____
P.O. Box 340308 Hartford, CT 06134



**EMERGENCY SERVICES AGREEMENT
CRYSTAL LAKE FIRE DISTRICT
CRYSTAL LAKE VOLUNTEER FIRE DEPARTMENT**

This Agreement is made by and between the TOWN OF ELLINGTON, acting herein by Michael P. Stupinski, Its First Selectman, duly authorized (hereafter "Town"), the CRYSTAL LAKE FIRE DISTRICT, acting herein by Joseph Willis, its Chairman, duly authorized, and the CRYSTAL LAKE VOLUNTEER FIRE DEPARTMENT acting herein by Charles Pippin, Its Chief, duly authorized (hereafter collectively "CLFD").

WHEREAS Section 912 of the Ellington Charter requires that the Town enter into contracts with the volunteer organizations that provide emergency services to the people of the Town of Ellington; and

WHEREAS the Town desires to make provision for emergency services to be available to the people of the Town of Ellington; and

WHEREAS the CLFD has provided emergency services in the past and desires to continue to provide these services to the people of the Town of Ellington in the future; and

WHEREAS it is desirable that the Town provide financial support to CLFD in order for it to be able to continue to provide emergency services; and

WHEREAS it is the intent and desire of the Town and CLFD to set forth in this Agreement the relationship between the parties as well as the duties and responsibilities of each.

NOW, THEREFORE, the parties agree with each other that from the execution of this contract and continuing indefinitely into the future until such time as it may be amended by written agreement of the parties, this contract shall define the relationship between the parties, their respective duties and responsibilities as follows:

1. The CRYSTAL LAKE FIRE DISTRICT is a separate legal organization under the laws of the State of Connecticut and the CRYSTAL LAKE VOLUNTEER FIRE DEPARTMENT is an organization operating under the authority and direction of the DISTRICT and each shall retain its separate legal status for the duration of this contract;
2. CLFD shall have the exclusive right to determine the qualifications for a membership, the types of membership, who qualifies for membership, and its internal organization;

3. CLFD shall determine the training required for all categories of its membership and procedures necessary to carry out its operational functions without control by the Town;
4. CLFD will cooperate with and participate in training and operation with other entities providing emergency services to the people of Ellington.
5. CLFD shall maintain both membership and qualification records of its personnel, apparatus and equipment as well as such records of emergency activities as may be required by applicable licensing authorities, insurance companies, police and medical authorities, as well as the people for whom they provide services. The development and maintenance of such records shall be the responsibility of CLFD;
6. CLFD shall be entitled to continue to participate in mutual aid through Tolland County Mutual Fire Service, Inc.
7. CLFD shall be entitled to maintain separate money accounts in its name for the purpose of managing funds contributed by members, its own fundraisers and contributions from benefactors and contributors who make contributions in appreciation for the services performed and to support CLFD's activities. Such funds shall be under the control of CLFD and may be used for any purpose as determined by CLFD;
8. The Town commits to supporting CLFD to the same extent and same manner as it supports all other departments and agencies of the Town in order that CLFD may be able to meet the objectives of both the Town and CLFD to provide emergency service within CLFD's area of service.
9. As a contracting agency with the Town, CLFD will submit a budget request annually as part of the Town budget process. The request will forecast its operating expenses and needs for the fiscal year including equipment replacement and additions that should be funded on an annual basis as well as needs in anticipated major capital expenses or needs for vehicles, building acquisitions, and improvements, with such detail as is regularly required by the Town Finance Officer and the Board of Finance. Any appropriate member(s) of CLFD will be available to meet with the Town budget authorities including attendance at necessary meetings to explain its budget request, needs and alternatives;

10. Upon adoption of a budget by the Town allocated to CLFD, all expenses of CLFD within the budget will be paid by the Town of Ellington through its Finance Department following standard financial procedures for all Town expenditures;
11. The parties recognize that CLFD is required to respond to emergencies that may not have been anticipated and/or sustain damage to vehicles and equipment in the process of providing its emergency services that require expenditures not contemplated by the adopted budget. The Town through its Finance Department will put in place financial procedures to accommodate such unanticipated events and costs.
12. Within its general insurance budget, the Town shall provide and pay for: a) property casualty and extended insurance for the land and building owned by the CLFD and all CLFD equipment and personal property housed therein; b) liability insurance for all personnel acting in their capacity as a member of CLFD; c) vehicle liability; and d) worker's compensation insurance. The provisions of all such policies of insurance shall be substantially similar to those policies maintained by the Town for its property and personnel. Nothing herein prevents CLFD from obtaining separate insurance for its organization and/or members but it should determine with the First Selectman that such additional coverage is not available through the Town insurance programs and meets a particular need for CLFD and/or its members.
13. Incentive Programs for Volunteers:
 - 13.1 The Town has and will continue to provide Accidental Death and Dismemberment insurance and Accident/Sickness insurance for Volunteers.
 - 13.2 The Town has also provided and will continue to provide a Length of Service Award program that recognizes continued service to the organization with an annuity based on length of service, and an Incentive Award Program that recognizes dedicated attendance by volunteers at emergency calls, training sessions and participation in the activities of the organization as well as the costs to the volunteers to participate.
14. Vehicles purchased by the Town of Ellington for use by CLFD shall be titled and registered in the name of the Town of Ellington. Vehicles and equipment purchased with separate funds of CLFD shall be titled and registered to CLFD and remain the property of CLFD and the Town agrees to provide insurance for all such vehicles, equipment and assets. Appropriate memoranda of CLFD vehicles, equipment and assets shall be filed with the Town Finance Officer to identify and confirm the separate ownership of CLFD assets.

15. CLFD shall be invited to participate in all emergency planning programs conducted or managed by or with the Director of Emergency Management.
16. The Chief for CLFD and the First Selectman shall be the designated representatives for their respective entities under this Agreement. Each party may designate a substitute representative in their discretion.
17. In the event of any dispute arising under this Agreement, the designated representatives shall meet and attempt to resolve the dispute. If the designated representatives fail to reach agreement, then either party may place the matter on the agenda of a Board of Selectmen meeting to address the matter and seek a resolution. In the event that a resolution is not achieved at the Board of Selectmen meeting, then within twenty (20) days of the meeting, then either party may submit the dispute to mediation, followed by binding arbitration, if necessary, through the American Arbitration Association or similar entity. The costs of mediation and arbitration shall be shared equally by the parties. The prevailing party in any arbitration shall be entitled to reimbursement for all costs of arbitration not including counsel fees or compensation for members or officials.
18. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the designated representative or in the case of the Town to a staff person in the office of the First Selectman, and in the case of CLFD to the chief of CLFD. If the notice, etc., is sent by registered or certified mail or common carrier, postage and charges prepaid, addressed to the Designated Representative at the address set forth in this Agreement for each, such notice shall be deemed to have been given upon the earlier of actual receipt or three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail or of the common carrier, addressed and sent as aforesaid.
19. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

20. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Connecticut.
21. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
22. An Appendix A, attached to this agreement, details certain other terms with respect to the parties which Appendix is incorporated herein by reference and made a part hereof; an Appendix B prepared by CLFD describing the services it will provide and its level of qualification of personnel, equipment and apparatus; Exhibit C is a *Certificate of Operation 0481FR* issued by the Connecticut Department of Public Health; and an Appendix D is a map of the Town of Ellington that defines the geographical area within the Town for which it has responsibility lying easterly of the defined line.
23. This Agreement and Appendices may be changed only by written amendment signed by both parties.
24. This Agreement shall be effective from the date hereof until January 31, 2012 and shall be automatically extended without action by either party for successive periods of two (2) years unless either party gives notice to the other on or before December 10 preceding the renewal date of its intention not to renew the agreement or its desire to review one or more provisions of the agreement in which case the automatic renewal shall not occur.
25. TAX DISTRICT. The parties recognize that CRYSTAL LAKE FIRE DISTRICT is a specially chartered fire district with the legal authority to levy a tax upon residents within its service area. So long as this agreement remains in effect and the Town supports CLFD in its operation to provide fire and emergency services to the Crystal Lake community, the Town of Ellington and through the Tolland County Mutual Fire Service, Inc., CRYSTAL LAKE FIRE DISTRICT will not exercise its authority to tax.

THIS AGREEMENT is made as of the _____ day of _____, 2009 and has been approved by the governing body of CRYSTAL LAKE FIRE DISTRICT, CRYSTAL LAKE VOLUNTEER FIRE DEPARTMENT and the BOARD OF SELECTMEN of the TOWN OF ELLINGTON.

CRYSTAL LAKE FIRE DISTRICT

TOWN OF ELLINGTON

By _____
Joseph Willis, Its Chairman
Duly Authorized

By _____
Michael P. Stupinski
First Selectman

CRYSTAL LAKE VOLUNTEER
FIRE DEPARTMENT

By _____
Charles Pippin, Its Chief
Duly Authorized

APPENDIX A

EMERGENCY SERVICES AGREEMENT CRYSTAL LAKE VOLUNTEER FIRE DEPARTMENT

- A. **USE OF BUILDINGS.** Recognizing the land and building located at 316 Sandy Beach Road, Ellington, Connecticut (Crystal Lake Fire Department Building) is owned by CRYSTAL LAKE FIRE DISTRICT the CLFD shall continue to have all rights to the land and building and to use both the land and building for all purposes consistent with the organization of CLFD and its mission to provide emergency services to the people of Crystal Lake, Ellington. CLFD agrees to make the facilities available to any other town agency or activity upon request provided the requested activity or use does not unreasonably interfere with the primary use of the facilities by CLFD and is not otherwise prohibited by building or accessibility codes.
- B. **FIRE CADET PROGRAM.** The Town recognizes and approves the continued support by CLFD for a fire cadet program as a service to Ellington youth, a project to develop interest in service among young people and a training ground for future volunteers and authorizes use of all CLFD facilities and equipment in furtherance of that work.



CRYSTAL LAKE FIRE DEPARTMENT

**316 Sandy Beach Road
Ellington, CT 06029
860-870-3174**



Scope of Services Provided by the Crystal Lake Fire Department

The Crystal Lake Fire Department will provide the services listed below to the Crystal Lake Fire District; all of the services listed below will be provided by the Crystal Lake Fire Department Personnel unless specifically noted. These items are at no time to exclude the use of other organizations to assist through mutual aid or other formal relationships. All services will be delivered with the best effort based on availability of personnel. It shall be understood that certain times due to other emergency service calls or general availability of personnel initial response capabilities may be limited due to staffing being provided by a volunteer workforce. The fire department shall participate in a process that develops a community fire and emergency medical services risk management plan.

In order to provide the services listed below resources will be required to obtain and maintain standards referenced. Those resources will be for the training, education, certification of members, and the access to maintained appropriate equipment and facilities.

Fire Suppression

The Crystal Lake Fire Department will deliver fire suppression response services from one fire station, located at 316 Sandy Beach Rd, with volunteers twenty-four hours daily, seven days a week. This service will be delivered by the best effort staffing of a trained volunteer professional workforce. Equipment used will be provided by the Town of Ellington. All response assignments are predetermined and coordinated with Tolland County Mutual Aid Fire Service, which operates as the primary dispatch center for the Crystal Lake Fire District; there is a tiered response level designed for all types of incidents, including response to all reported fires, fire alarms, protected occupancies and occupancies of significant risk.

Training and equipment will be provided that meets all relevant National Fire Prevention Association and Occupational Safety and Health Administration standards. The Department has current standard operating guidelines with comprehensive policies for the use of the Incident Command System and safety using common Standards and terminology with its mutual aid partners.

Fire and Safety Public Education Program

The Crystal Lake Fire Department will deliver a public education program that is comprehensive and provides an array of avenues for public education to the citizens of the Crystal Lake Fire District. The goals and objectives of the program are to deliver public education to the elementary school children ages K to grade 4 as priorities; and all other persons or businesses in the Crystal Lake Fire District based on availability of materials and personnel.

Technical Rescue

The Crystal Lake Fire Department will respond to all technical rescue calls. All training and equipment will be provided that meets relevant National Fire Prevention Association and Occupational Safety and Health Administration Standards. In the event of any incident beyond the scope and capabilities of the Crystal Lake Fire Department the department's mutual aid partners will be utilized to assist. The department has current standard operating guidelines with comprehensive policies for the use and operations using the Incident Command System and safety using common standards and terminology with its mutual aid partners.

Rope Rescue – The Crystal Lake Fire Department will operate at the Operational Level.

Confined Space Rescue – The Crystal Lake Fire Department will operate at the Operational Level.

Trench Rescue – The Crystal Lake Fire Department will operate at the Operational Level.

Structural Collapse – The Crystal Lake Fire Department will operate at the Operational Level and will utilize the Connecticut Urban Search and Rescue Team for incidents beyond the scope of the department.

Vehicle or Machinery Rescue – The Crystal Lake Fire Department will operate at the Operational Level.

Surface Water Rescue, Ice Rescue, and Dive Rescue – The Crystal Lake Fire Department will operate at the Operational Level and will utilize the Tolland County Rescue Dive Team for incidents beyond the scope and capabilities of the department.

Swift Water Rescue – The Crystal Lake Fire Department will operate at the Operational Level and utilize the Tolland County Rescue Dive Team for incidents beyond the capabilities of the department.

Wilderness Search and Rescue – The Crystal Lake Fire Department will operate at the operational level for incidents beyond the department's capability the Tolland County Search and Rescue Team will be utilized.

Hazardous Materials

The Crystal Lake Fire Department operates at the Hazardous Materials Operational Level in the Event of a hazardous materials incident. All training and equipment will be provided which meets relevant National Fire Protection Association and Occupational Safety and Health Administration Standards. In the event of a hazardous materials incident that is beyond the scope or capabilities of the Crystal Lake Fire Department, the department will utilize the Capitol Region Hazardous Materials Response Team and additional resources as needed.

Emergency Medical Services

The Crystal Lake Fire Department will operate as the R-1 medical response for the Crystal Lake Fire District as annually certified by the State Department of Public Health. Tolland County Mutual Aid Fire Service, the public safety answering point (PSAP) for the area, utilizes the Power Phone Emergency Medical Dispatch Software to prioritize medical incidents and provide basic pre-arrival instructions. The department utilizes aggressive and comprehensive medical and regional trauma protocols. The agency has standing medical orders or protocols with on-line contact for medical control guidance as needed.

Emergency Disaster Management

The Crystal Lake Fire Department will be an active participant in emergency disaster management with the Fire Chief or his/her designee being on the Local Emergency Management Committee and the Local Emergency Planning Committee. The department is prepared for disasters within its jurisdiction, these mainly being weather related incidents. During storms of the past the department has been very active in all phases of the operation including preparation

through restoration. The Crystal Lake Fire Department has trained their members in the operation of the National Incident Management System. The training levels will follow the state recommendations for implementation.

Response to Weapons of Mass Destruction

The Crystal Lake Fire Department takes a first responder roll during a Weapons of Mass Destruction event. The department provides members basic protective equipment for their own protection. The Capitol Region Hazardous Materials Team is utilized for all Weapons of Mass Destruction incidents and is very well trained and equipped to mitigate this type of an event. The Crystal Lake Fire Department is capable of communicating with the response organizations through statewide common interoperable channels.



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

CERTIFICATE OF OPERATION 0481FR

Crystal Lake Fire Department located at 316 Sandy Beach Road, Ellington, CT 06029 is hereby certified at the **FIRST RESPONDER** level of service beginning 4/1/2009 and ending 3/31/2010. This certificate demonstrates compliance with the following criteria:

Applicant has met the minimum standards of the Department of Public Health in the areas of training, equipment and personnel. Applicant has demonstrated its suitability to provide first responder services.

A copy of this certificate shall be displayed prominently in the above stated operational headquarters of and at each location from which the provider is granted to operate under this certificate.

Dated: February 23, 2009

J Robert Galvin M.D., M.P.H.

J. Robert Galvin, M.D., M.P.H., Commissioner

Phone:



Telephone Device for the Deaf: (860) 509-7191

410 Capitol Avenue - MS # _____

P.O. Box 340308 Hartford, CT 06134

Affirmative Action / An Equal Opportunity Employer

